

Supplier Code of Conduct





1. Introduction

Adastra Group SE and the business entities under its control (collectively referred to as “Adastra Group”) acknowledge their responsibility to establish, promote, and maintain high social and environmental sustainability standards and business ethics throughout their value chain.

Adastra Group is therefore committed to and requires all its suppliers (“Suppliers”) to comply with the principles set out below in this Supplier Code of Conduct (“Code”). Adastra Group also requires Suppliers to make all reasonable efforts to implement the respective rules under the Code throughout their supply chains.

The Code is not intended to replace the laws and regulations applicable in the countries where Adastra Group’s supply chain operates. Adastra Group fully respects these laws and regulations and ensures that they are faithfully and effectively enforced. At the same time, the rules under the Code and other local and additional activities relating to the Suppliers’ selection and performance are set forth in the respective local internal orders and regulations, whose details shall remain unaffected and follow the general rules hereunder.

The Code establishes the minimum behaviors, standards, and practices that Adastra Group expects and requires Suppliers who supply products or services to any Adastra Group entity to comply with.

2. Compliance with Laws and Regulations and Priority of Standards

As a general rule of this Code, Adastra Group expects and requires all its Suppliers to operate in compliance with all applicable laws, statutes, regulations and codes, as well as all internal orders and regulations, as applicable and as may be amended from time to time (“Applicable Law”), as well as in compliance with contractual obligations agreed between the Supplier and Adastra Group entities in the contract governing the provision of products, staffing or services to or for any Adastra Group entity by the Supplier (“Supplier Contract”).

If there are stricter rules prescribed by any Applicable Law than in the provisions of the respective Supplier Contract and/or the provisions of this Code, the Supplier shall be required to meet the more stringent standard imposed by the Applicable Law.

If there is a conflict between the provisions of the Supplier Contract and the provisions of this Code, the Supplier shall meet the standard as set out in the Supplier Contract. For the avoidance of doubts, if the Supplier Contract requires higher standards or sets additional obligations towards the Supplier, the provisions of the Supplier Contract shall prevail.

3. Treatment of Individuals

All Suppliers must comply with Applicable Laws about their labour practices and human rights.

3.1. Slavery, Human Trafficking, and Child Labour

Suppliers shall comply with all applicable anti-slavery and human trafficking laws, statutes, and regulations in any part of their supply chain. This includes but is not limited to, not supporting engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour, and prison labour.

3.2. Human Rights

Suppliers shall comply with all internationally recognized human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organization's Declaration on Fundamental Principles and Rights at Work from time to time in force.

3.3. Equal Opportunities

Adastra Group is an equal opportunities employer and Suppliers shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any employment practice based on race, caste, color, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, union membership or political affiliation or any other characteristic other than the worker's ability to perform the job subject to any accommodations required or permitted by law.

3.4. Freedom of Association and Collective Bargaining

Suppliers shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

3.5. Working Environment

Suppliers shall provide a safe, healthy, and sanitary working environment and comply with applicable health and safety laws and any other relevant laws where they operate. This includes but is not limited to, implementing general and relevant industry-specific procedures and safeguards to prevent workplace hazards and work-related accidents and injuries. Where such hazards cannot be adequately prevented or controlled, Suppliers shall provide workers with

appropriate personal protective equipment to protect against hazards typically encountered in that scope of work.

3.6. Wages And Remuneration

Whenever required by Applicable Law, Suppliers shall compensate their employees and staff with wages and benefits that at the very least meet the minimum wage and benefits established by Applicable Law and any applicable collective agreements.

3.7. Disciplinary Practices

Suppliers shall treat all workers with respect and dignity. Suppliers shall prohibit physical or verbal abuse or other harassment and any threats or other forms of intimidation.

3.8. Working Hours

Suppliers shall ensure that the working hours of their workers do not exceed the maximum permitted by local law. In exceptional circumstances (which may include emergencies but shall not include anticipated peaks in production requirements) where Suppliers' workers may exceed these hours, the working hours shall in no case be excessive.

Suppliers shall consider the nature of the work performed and acceptable working hours for the role concerned. Overtime over the limits set by local law shall be voluntary and compensated at a rate by applicable law.

The Supplier shall not make excessive use of overtime. Suppliers shall grant their workers the right to paid vacations.

4. Data Provision, Protection, and Information Security

Suppliers shall commit to provide Adastra Group with access to relevant, correct, and current information and to build trust through integrity, transparency, honesty, and objectivity.

We expect and require Suppliers to safeguard and only make proper use of information that we share with them and abide by all data protection and privacy laws and regulations (including when personal data are collected, stored, processed, or transferred). Suppliers shall share our commitment to protect and respect the privacy rights of individuals.

Suppliers shall have in place appropriate measures to protect the integrity, confidentiality, and availability of information (including information belonging to or supplied by Adastra Group and/or any personal data) held on its systems and ensure that there is no unauthorized access to the information by third parties.

Suppliers are committed to providing the Adastra Group with access to relevant, correct, and up-to-date information. Adastra places particular emphasis on cyber security and a commitment to protecting information from threats and attacks. At the same time, we expect and require suppliers to protect and properly use the information we share with them and to comply with all data protection and privacy laws and regulations, including the collection, storage, processing, or transfer of personal information.

Adastra's suppliers are required to have appropriate measures in place to protect the integrity, confidentiality, and availability of information, including information belonging to or provided to Adastra Group and/or any personal data held on their systems. Suppliers must ensure that such information is not subject to unauthorized access by third parties.

5. Intellectual Property

Suppliers shall respect all intellectual property rights and will not copy or allow third-party access to any intellectual property or content in which Adastra Group or any other third party holds property rights without authorization from the property rights holder, including any film, video, or digital elements containing audio/visual content.

6. Environmental Responsibility

Suppliers shall conduct their business in a responsible manner protecting and preserving the environment and natural resources. Suppliers shall consider measures and initiatives to protect the environment, including the use of environmentally friendly technologies and renewable energy sources where feasible. Suppliers shall use reasonable measures to minimize the environmental impact of their business.

Suppliers shall at a minimum ensure that:

- it operates in an environmentally responsible and efficient manner, and it complies with all applicable environmental laws, including laws and international treaties relating to (but not limited to) waste disposal, emissions, hazardous air pollutants, discharges, and the handling of hazardous and toxic materials;
- the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with all applicable environmental laws and treaties; and
- it will only use packaging materials that comply with all applicable environmental laws and treaties.

Suppliers shall have in place a reasonably suitable system for managing its environmental risks.

The Supplier should, following the GHG Protocol or other standard, identify, monitor, document, and minimize Greenhouse Gas emissions (GHG) for Scopes 1, 2, and 3. Suppliers will support any



Adastra Group requests for data on GHG emissions or energy consumption relevant to the products and services it provides to Adastra Group.

7. Bribery and Corruption

Adastra Group has a zero-tolerance policy for bribery and corruption. Suppliers are expected and required to behave ethically in all business dealings. Hospitality or promotional gifts or other benefits can be granted to the extent allowed by Applicable Law.

Suppliers shall comply with all Applicable Laws relating to the prevention of bribery and corruption. To that end, Suppliers shall not accept, offer, promise, pay, permit or authorize:

- bribes, facilitation payments, kickbacks, or illegal political contributions;
- money, goods, services, entertainment, employment, contracts, or other things of value, to obtain or retain improper advantage; or
- any other unlawful or improper payments or benefits

8. Conflicts of Interest

Suppliers must not engage in or enter business relationships that create or give the appearance of a Conflict of Interest. For purposes of this Code, a “Conflict of Interest” means that because of other activities or relationships with other persons, a Supplier is unable or potentially unable to render impartial assistance or advice to Adastra Group, or the Supplier’s objectivity in performing the contract work is or might be otherwise impaired, or the Supplier has an unfair competitive advantage in procurement. Although we acknowledge that Suppliers may have clients in the same industries in which Adastra Group operates, Suppliers shall make Adastra Group aware of any threat or potential or actual Conflict of Interest that may affect its business dealings with Adastra Group, without delay when the Supplier learns of such circumstances.

9. Unfair Business Practices

Suppliers shall comply with all applicable competition laws including but not limited to those relating to free market regulations, teaming and information sharing with competitors, price fixing, and rigging bids.

10. International Business and Financial Reporting

Adastra Group respects international regulations of trade and international sanctions that may be imposed on countries, entities, or individuals. Adastra Group has zero tolerance for any form of fraud. Business transactions, assets, and liabilities shall be recorded by Applicable Law, including keeping appropriate financial reporting and internal controls. Suppliers shall act in the same manner.

11. Procurement By Supplier

Suppliers shall responsibly procure goods and services. In particular, Suppliers shall (a) always select their suppliers' providing goods or services directly or indirectly to Adastra Group based on their agreement to adhere to standards comparable to those outlined in this Code and (b) when working at Adastra Group offices or premises, only subcontract work to third parties with the prior written consent of Adastra Group.

12. Questions and Reporting Concerns

Suppliers may and are encouraged to ask questions about any matter related to the Code or any engagement or relationship with Adastra Group, and shall report any actual or potential ethical concern or violation of the Code. For this purpose, Suppliers shall primarily use the contacts specified in their respective Supplier Contracts.



13. Supplier Acknowledgment

This form serves as formal confirmation that the undersigned supplier has received, read, and agrees to comply with the Adastra Supplier Code of Conduct.

The Code outlines Adastra's expectations regarding environmental responsibility, labor and human rights, business ethics, and data protection. The supplier acknowledges that adherence to these principles is a condition for doing business with Adastra Group and its affiliates.

The supplier further confirms that:

It has reviewed the current version of the Code

It will take appropriate measures to implement and uphold the requirements within its own operations and supply chain.

By signing below, I confirm that I am authorized to represent the supplier and that the company agrees to comply with Adastra's Supplier Code of Conduct.

Company Name: _____

Authorized Representative (Name & Title): _____

Signature / Stamp: _____

Date: _____